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SENATE BILL 5133

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State of Washington

57th Legislature

2001 Regular Session

By Senator Fairley

Read first time 01/12/2001. Referred to Committee on State & Local Government.

1 AN ACT Relating to seller disclosure of water infiltration through  
2 walls or floor; and amending RCW 64.06.020.

3 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

4 **Sec. 1.** RCW 64.06.020 and 1996 c 301 s 2 are each amended to read  
5 as follows:

6 (1) In a transaction for the sale of residential real property, the  
7 seller shall, unless the buyer has expressly waived the right to  
8 receive the disclosure statement, or unless the transfer is exempt  
9 under RCW 64.06.010, deliver to the buyer a completed real property  
10 transfer disclosure statement in the following format and that  
11 contains, at a minimum, the following information:

12 INSTRUCTIONS TO THE SELLER

13 Please complete the following form. Do not leave any spaces blank. If  
14 the question clearly does not apply to the property write "NA". If the  
15 answer is "yes" to any \* items, please explain on attached sheets.  
16 Please refer to the line number(s) of the question(s) when you provide  
17 your explanation(s). For your protection you must date and sign each  
18 page of this disclosure statement and each attachment. Delivery of the  
19 disclosure statement must occur not later than five business days,

1 unless otherwise agreed, after mutual acceptance of a written contract  
2 to purchase between a buyer and a seller.

3 NOTICE TO THE BUYER

4 THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER(S), CONCERNING THE  
5 CONDITION OF THE PROPERTY LOCATED AT . . . . .  
6 ("THE PROPERTY"), OR AS LEGALLY DESCRIBED ON ATTACHED EXHIBIT A.

7 DISCLOSURES CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE  
8 BASIS OF SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME THIS  
9 DISCLOSURE FORM IS COMPLETED BY THE SELLER. YOU HAVE THREE BUSINESS  
10 DAYS, UNLESS OTHERWISE AGREED, FROM THE SELLER'S DELIVERY OF THIS  
11 SELLER'S DISCLOSURE STATEMENT TO RESCIND YOUR AGREEMENT BY DELIVERING  
12 YOUR SEPARATE SIGNED WRITTEN STATEMENT OF RESCISSION TO THE SELLER,  
13 UNLESS YOU WAIVE THIS RIGHT AT OR PRIOR TO ENTERING INTO A SALE  
14 AGREEMENT. THE FOLLOWING ARE DISCLOSURES MADE BY THE SELLER AND ARE  
15 NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.  
16 THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A  
17 PART OF ANY WRITTEN AGREEMENT BETWEEN THE BUYER AND THE SELLER.

18 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS  
19 PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF A  
20 QUALIFIED SPECIALIST TO INSPECT THE PROPERTY ON YOUR BEHALF, FOR  
21 EXAMPLE, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS,  
22 ROOFERS, BUILDING INSPECTORS, OR PEST AND DRY ROT INSPECTORS. THE  
23 PROSPECTIVE BUYER AND THE OWNER MAY WISH TO OBTAIN PROFESSIONAL ADVICE  
24 OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE  
25 PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE,  
26 INSPECTION, DEFECTS OR WARRANTIES.

27 Seller . . . . is/ . . . . is not occupying the property.

28 I. SELLER'S DISCLOSURES:

29 \*If "Yes" attach a copy or explain. If necessary use an attached  
30 sheet.

31 1. TITLE

32 [ ]Yes [ ]No [ ]Don't know A. Do you have legal authority to sell  
33 the property?

34 [ ]Yes [ ]No [ ]Don't know \*B. Is title to the property subject to  
35 any of the following?

(1) First right of refusal

- (2) Option
- (3) Lease or rental agreement
- (4) Life estate?

1  
2  
3  
4 [ ]Yes [ ]No [ ]Don't know \*C. Are there any encroachments,  
5 boundary agreements, or boundary  
6 disputes?

7 [ ]Yes [ ]No [ ]Don't know \*D. Are there any rights of way,  
8 easements, or access limitations that  
9 may affect the owner's use of the  
10 property?

11 [ ]Yes [ ]No [ ]Don't know \*E. Are there any written agreements  
12 for joint maintenance of an easement or  
13 right of way?

14 [ ]Yes [ ]No [ ]Don't know \*F. Is there any study, survey project,  
15 or notice that would adversely affect  
16 the property?

17 [ ]Yes [ ]No [ ]Don't know \*G. Are there any pending or existing  
18 assessments against the property?

19 [ ]Yes [ ]No [ ]Don't know \*H. Are there any zoning violations,  
20 nonconforming uses, or any unusual  
21 restrictions on the subject property  
22 that would affect future construction  
23 or remodeling?

24 [ ]Yes [ ]No [ ]Don't know \*I. Is there a boundary survey for the  
25 property?

26 [ ]Yes [ ]No [ ]Don't know \*J. Are there any covenants,  
27 conditions, or restrictions which  
28 affect the property?

29 **2. WATER**

30 A. Household Water

- 31 (1) The source of the water is  
32 [ ]Public [ ]Community [ ]Private  
33 [ ]Shared

34 (2) Water source information:

35 [ ]Yes [ ]No [ ]Don't know \*a. Are there any  
36 written agreements for  
37 shared water source?

38 [ ]Yes [ ]No [ ]Don't know \*b. Is there an  
39 easement (recorded or

1  
2  
3  
4 [ ]Yes [ ]No [ ]Don't know

unrecorded) for access  
to and/or maintenance  
of the water source?

\*c. Are any known  
problems or repairs  
needed?

5  
6  
7 [ ]Yes [ ]No [ ]Don't know  
8  
9  
10

\*d. Does the source  
provide an adequate  
year round supply of  
potable water?

11 [ ]Yes [ ]No [ ]Don't know  
12  
13

\*(3) Are there any water treatment  
systems for the property?  
[ ]Leased [ ]Owned

14 B. Irrigation

15 [ ]Yes [ ]No [ ]Don't know  
16

(1) Are there any water rights for  
the property?

17 [ ]Yes [ ]No [ ]Don't know  
18  
19  
20

\*(2) If they exist, to your  
knowledge, have the water rights  
been used during the last five-  
year period?

21 [ ]Yes [ ]No [ ]Don't know  
22

\*(3) If so, is the certificate  
available?

23 C. Outdoor Sprinkler System

24 [ ]Yes [ ]No [ ]Don't know  
25

(1) Is there an outdoor sprinkler  
system for the property?

26 [ ]Yes [ ]No [ ]Don't know  
27

\*(2) Are there any defects in the  
outdoor sprinkler system?

28 **3. SEWER/SEPTIC SYSTEM**

29  
30  
31  
32

A. The property is served by:  
[ ]Public sewer main, [ ]Septic tank  
system [ ]Other disposal system  
(describe)

33  
34 [ ]Yes [ ]No [ ]Don't know

B. If the property is served by a  
public or community sewer main, is the  
house connected to the main?

35  
36

C. Is the property currently subject to  
a sewer capacity charge?

37  
38

D. If the property is connected to a septic system:

1  
2  
3 [ ]Yes [ ]No [ ]Don't know

(1) Was a permit issued for its construction, and was it approved by the city or county following its construction?

4  
5  
6  
7  
8

(2) When was it last pumped:  
. . . . . , 19. . .

9 [ ]Yes [ ]No [ ]Don't know  
10  
11 [ ]Don't know

\*(3) Are there any defects in the operation of the septic system?

12  
13  
14 [ ]Don't know

(4) When was it last inspected:  
. . . . . , 19. . .

By Whom: . . . . .

15  
16  
17 [ ]Yes [ ]No [ ]Don't know

(5) How many bedrooms was the system approved for?

. . . . . bedrooms

18  
19  
20

\*E. Do all plumbing fixtures, including laundry drain, go to the septic/sewer system? If no, explain: . . . . .

21 [ ]Yes [ ]No [ ]Don't know  
22  
23 [ ]Yes [ ]No [ ]Don't know

\*F. Are you aware of any changes or repairs to the septic system?

24  
25  
26

G. Is the septic tank system, including the drainfield, located entirely within the boundaries of the property?

**4. STRUCTURAL**

27  
28 [ ]Yes [ ]No [ ]Don't know  
29 [ ]Yes [ ]No [ ]Don't know  
30 [ ]Yes [ ]No [ ]Don't know

\*A. Has the roof leaked?  
If yes, has it been repaired?

31  
32  
33 [ ]Yes [ ]No [ ]Don't know

\*B. Have there been any conversions, additions, or remodeling?

34  
35 [ ]Yes [ ]No [ ]Don't know  
36

\*1. If yes, were all building permits obtained?  
\*2. If yes, were all final inspections obtained?

37 [ ]Yes [ ]No [ ]Don't know  
38  
39

C. Do you know the age of the house? If yes, year of original construction:

1 . . . . .  
2 [ ]Yes [ ]No [ ]Don't know \*D. Do you know of any settling,  
3 slippage, or sliding of either the  
4 h o u s e o r o t h e r  
5 structures/improvements located on  
6 the property? If yes, explain:  
7 . . . . .

8 [ ]Yes [ ]No [ ]Don't know \*E. Do you know of any defects  
9 with the following: (Please check  
10 applicable items)

- |    |  |   |   |
|----|--|---|---|
| 11 | <input type="checkbox"/> Foundations   | <input type="checkbox"/> Decks          | <input type="checkbox"/> Exterior Walls |
| 12 | <input type="checkbox"/> Chimneys      | <input type="checkbox"/> Interior Walls | <input type="checkbox"/> Fire Alarm     |
| 13 | <input type="checkbox"/> Doors         | <input type="checkbox"/> Windows        | <input type="checkbox"/> Patio          |
| 14 | <input type="checkbox"/> Ceilings      | <input type="checkbox"/> Slab Floors    | <input type="checkbox"/> Driveways      |
| 15 | <input type="checkbox"/> Pools         | <input type="checkbox"/> Hot Tub        | <input type="checkbox"/> Sauna          |
| 16 | <input type="checkbox"/> Sidewalks     | <input type="checkbox"/> Outbuildings   | <input type="checkbox"/> Fireplaces     |
| 17 | <input type="checkbox"/> Garage Floors | <input type="checkbox"/> Walkways       |   |
| 18 | <input type="checkbox"/> Other         | <input type="checkbox"/> Wood Stoves    |   |

19 [ ]Yes [ ]No [ ]Don't know \*F. Was a pest or dry rot,  
20 structural or "whole house"  
21 inspection done? When and by whom  
22 was the inspection completed? . .

23 [ ]Yes [ ]No [ ]Don't know \*G. Since assuming ownership, has  
24 your property had a problem with  
25 wood destroying organisms and/or  
26 have there been any problems with  
27 pest control, infestations, or  
28 vermin?

29 **5. SYSTEMS AND FIXTURES**

30 If the following systems or fixtures  
31 are included with the transfer, do they  
32 have any existing defects:

33 [ ]Yes [ ]No [ ]Don't know \*A. Electrical system, including  
34 wiring, switches, outlets, and  
35 service

36 [ ]Yes [ ]No [ ]Don't know \*B. Plumbing system, including  
37 pipes, faucets, fixtures, and  
38 toilets

1 [ ]Yes [ ]No [ ]Don't know  
2 [ ]Yes [ ]No [ ]Don't know  
3 [ ]Yes [ ]No [ ]Don't know  
4 [ ]Yes [ ]No [ ]Don't know  
5 [ ]Yes [ ]No [ ]Don't know  
6 [ ]Yes [ ]No [ ]Don't know

\*C. Hot water tank  
\*D. Garbage disposal  
\*E. Appliances  
\*F. Sump pump  
\*G. Heating and cooling systems  
\*H. Security system [ ] Owned [ ]  
Leased  
\*I. Other . . . . .

9  
**6. COMMON INTEREST**

10 [ ]Yes [ ]No [ ]Don't know  
11  
12  
13 [ ]Yes [ ]No [ ]Don't know  
14  
15  
16  
17 [ ]Yes [ ]No [ ]Don't know  
18  
19 [ ]Yes [ ]No [ ]Don't know  
20  
21  
22  
23  
24  
25

A. Is there a Home Owners' Association? Name of Association . . . . .  
B. Are there regular periodic assessments:  
\$. . . per [ ] Month [ ] Year  
[ ] Other . . . . .  
\*C. Are there any pending special assessments?  
\*D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)?

26  
**7. GENERAL**

27 [ ]Yes [ ]No [ ]Don't know  
28  
29  
30 [ ]Yes [ ]No [ ]Don't know  
31  
32 [ ]Yes [ ]No [ ]Don't know  
33  
34  
35  
36  
37 [ ]Yes [ ]No [ ]Don't know  
38

\*A. Is there any settling, soil, standing water, or drainage problems on the property?  
\*B. Does the property contain fill material?  
\*C. Is there any material damage to the property or any of the structure from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?  
D. Is the property in a designated flood plain?

1 [ ]Yes [ ]No [ ]Don't know

\*E. Are there any substances, materials, or products that may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or water on the subject property?

10 [ ]Yes [ ]No [ ]Don't know

\*F. Are there any tanks or underground storage tanks (e.g., chemical, fuel, etc.) on the property?

14 [ ]Yes [ ]No [ ]Don't know

\*G. Has the property ever been used as an illegal drug manufacturing site?

17 [ ]Yes [ ]No [ ]Don't know

\*H. If the residence has a basement, has there ever been water infiltration through the walls or floor?  
If yes, has it been repaired?

**8. FULL DISCLOSURE BY SELLERS**

A. Other conditions or defects:

24 [ ]Yes [ ]No [ ]Don't know

\*Are there any other material defects affecting this property or its value that a prospective buyer should know about?

B. Verification:

The foregoing answers and attached explanations (if any) are complete and correct to the best of my/our knowledge and I/we have received a copy hereof. I/we authorize all of my/our real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.

38 DATE . . . . . SELLER . . . . . SELLER . . . . .

1                   **II. BUYER'S ACKNOWLEDGMENT**

2                   A. As buyer(s), I/we acknowledge the duty to pay  
3 diligent attention to any material defects which  
4 are known to me/us or can be known to me/us by  
5 utilizing diligent attention and observation.

6                   B. Each buyer acknowledges and understands that the  
7 disclosures set forth in this statement and in  
8 any amendments to this statement are made only by  
9 the seller.

10                  C. Buyer (which term includes all persons signing  
11 the "buyer's acceptance" portion of this  
12 disclosure statement below) hereby acknowledges  
13 receipt of a copy of this disclosure statement  
14 (including attachments, if any) bearing seller's  
15 signature.

16 DISCLOSURES CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE  
17 BASIS OF SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME OF  
18 DISCLOSURE. YOU, THE BUYER, HAVE THREE BUSINESS DAYS, UNLESS OTHERWISE  
19 AGREED, FROM THE SELLER'S DELIVERY OF THIS SELLER'S DISCLOSURE  
20 STATEMENT TO RESCIND YOUR AGREEMENT BY DELIVERING YOUR SEPARATE SIGNED  
21 WRITTEN STATEMENT OF RESCISSION TO THE SELLER UNLESS YOU WAIVE THIS  
22 RIGHT OF RESCISSION.

23 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS REAL PROPERTY  
24 TRANSFER DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES  
25 MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE  
26 LICENSEE OR OTHER PARTY.

27 DATE . . . . . BUYER . . . . . BUYER . . . . .

28                  (2) The real property transfer disclosure statement shall be for  
29 disclosure only, and shall not be considered part of any written  
30 agreement between the buyer and seller of residential real property.  
31 The real property transfer disclosure statement shall be only a  
32 disclosure made by the seller, and not any real estate licensee  
33 involved in the transaction, and shall not be construed as a warranty  
34 of any kind by the seller or any real estate licensee involved in the  
35 transaction.

--- END ---